

MEMORANDUM

DATE: September 20, 2016
TO: **"ORIGINAL"**
CITY CLERK BT
FROM: Shelby Reisinger *SR*
Procurement Management Department
SUBJECT: Authorization to Release Contract

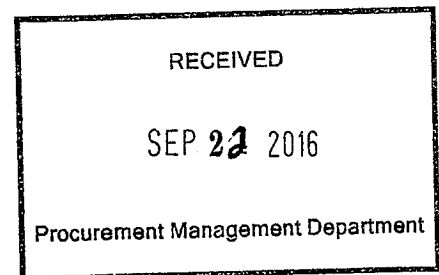
CONTRACT: #20160056
CONTRACT TITLE: Riverwalk and Westmoreland Park Design

VENDOR NAME: Culpepper & Terpening, Inc.
VENDOR ADDRESS: 2980 South 25th Street
CITY & STATE: Ft. Pierce, FL. 34981

APPROVED BY COUNCIL: September 12, 2016
13f)- CULPEPPER & TERPENING, INC., RIVERWALK AND WESTMORELAND PARK
DESIGN PLAN, #20160056, \$334,975, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE,
CONTRACT PERIOD IS FOR 273 CALENDAR DAYS WITH NO OPTION TO RENEW

Please sign one original and return to Shelby Reisinger in Procurement Management Department.

Thank you.



RECEIVED
SEP 20 2016
CITY MANAGER'S OFFICE

**CITY OF PORT SAINT LUCIE
CONTRACT #20160056**

This is a Lump Sum CONTRACT, executed this 22 day of September, 2016 by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and Culpepper & Terpening, Inc., a Florida Corporation, located at 2980 South 25th Street, Ft. Pierce, FL 34951, Telephone No. 772 464 3537, Fax No. 772 464 9497, hereinafter called "Engineer", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**SECTION I
NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED**

The scope of work that the Engineer has agreed to perform pursuant to E-RFP #20160056, Riverwalk and Westmoreland Park Design Plan, in accordance with the RFP, Contract documents and all addenda.

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email (with receipt confirmed), or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator: Procurement Management Department
Attn: Cheryl Shanaberger, Buyer
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 873 6338 Fax 772 871 7337
Email: cheryls@cityofpsl.com

City Project Manager: Bridget Kean, AICP
Community Redevelopment Agency Director
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 873 6489
Email: bkean@cityofpsl.com

Engineer: Culpepper and Terpening Inc.
Stefan K. Matthes, P.E.
Senior Vice President

2980 South 25th Street
Ft Pierce, FL 34981
Telephone 772-464-3537 Ext. *114
Facsimile 772-464-9497
smatthes@ct-eng.com

Scope of Professional Services

The project shall be completed in accordance with the following task schedule based upon a notice to proceed of no later than October 1, 2016:

The project shall generally be defined and described as providing professional design services to the City of Port St. Lucie (City) for the design and permitting of the extension of the existing Riverwalk Boardwalk, site development plans for the 10 acre middle tract and passive recreational improvements to the 13 acre conservation tract. These design components are based upon the Master Site Plan developed for the City by the American Institute of Architects Treasure Coast Chapter (dated August 17, 2015) and included in Grant Agreement # HL043 from the State of Florida Department of Economic Opportunity (DEO) Scope of Work.

Engineer shall assist the City with the development of Construction plans and permits to facilitate the project. The project shall be developed as three (3) separate phases consistent with the components referenced above. Construction Plans shall be prepared in accordance with the standards established by the City of Port St. Lucie and referenced Florida Department of Transportation (FDOT) requirements where appropriate. The scope shall include the following elements:

- Design Survey
- Environmental Report
- Site Plan of Boardwalk (for City of PSL Approval Process)
- Site Plan of Middle and Conservation Tracts (for City of PSL Approval Process)
- Construction Plan Preparation
- Project Permitting
- Geotechnical Exploration and Evaluation

The specific scope of services to be performed by Engineer is as follows:

Phase 1: RIVERWALK BOARDWALK

The Phase 1 scope of work shall include the design and permitting of an approximate 2,000 linear foot boardwalk extension from the existing boardwalk terminus at Tom Hooper Park to the north, and extend southerly to the southern property line of the City's 13 acre conservation tract. The boardwalk extension shall include connections to the commercial (1) and recreational properties ((1) at Middle Tract, (1) at Conservation Tract) that will be adjacent to the new facility. The work shall be performed under the following tasks:

Task 1.1 Design Survey

Engineer shall provide survey data collection for the entire route of the project. The survey shall include Mean High Water determination, property limits, and topographic data collection, both

horizontal and vertical for the location of the boardwalk. The data collection shall be performed from a minimum of 25' on each side of the proposed boardwalk centerline including the connection locations to the mainland. The vertical datum shall be consistent with the City of Port. St. Lucie's 1988 NAVD control network. The work effort shall include the following components:

- Set Horizontal Control Points along the project route, or reference thereto;
- Set Vertical Control Points along the project route, or reference thereto;
- Control for FDOT Right-of-Way resolution;
- Provide Mean High Water limits, or shoreline vegetation line;
- Bathometric survey at 50' intervals (from MHW to 25' west of proposed boardwalk route).
- Bathometric survey at 50' intervals (from existing sidewalk to 25' north for courtesy dock extension at the south side of the River Gate Boat ramp;
- Wetland delineations as provided by Environmental Engineer; and
- Sketch & description for Submerged Land Lease

The survey data collection shall include subsequent survey efforts throughout the design process.

Task 1.2

Subsurface Soils Exploration and Geotechnical Evaluation

Engineer shall provide a subsurface Soils Exploration and Geotechnical Evaluation for the boardwalk extension design. The program shall consist of the following items work:

- Field investigation for the Boardwalk Extension:
 - Conduct a series of Standard Penetration Test (SPT) borings (approximately 60-feet deep) at 300' intervals, along or in close proximity to, the proposed boardwalk alignment to assess the type and strength of the foundation soils. Drilling with Ardaman's barge-mounted drill rig will be required to perform the borings within the waterway. Careful coordination with many important regulatory agencies will be needed to perform the field investigation services within the waterway and the adjacent conservation area.
 - Conduct research and review all readily available geotechnical data (soil boring profiles, pile driving logs, consolidation tests, etc.) for the previous phases of the Riverwalk Boardwalk to the north.
 - Obtain bulk samples of the near surface soils and surface water for laboratory corrosivity testing (corrosion potential of substructure).
- Laboratory testing of the retrieved soils from the borings will be conducted to assist in classifying the encountered soils and to provide parameters for the use in the deep foundation analysis.

Engineer shall provide a Geotechnical Evaluation Report of the findings and will include recommendations for foundation design and construction of the boardwalk structure.

Task 1.3

Preliminary Boardwalk Design (Site Plan)

Engineer shall prepare preliminary plans for the location and appurtenances associated with the development of the Boardwalk component of the project for submission to the CITY for Site Plan review and approval. The plans shall be prepared on a 22" x 34" format and printed on standard 24" x 36" sheets and shall include the following components:

- 10' Wide Boardwalk with vandal resistant railings;
- Connections to Bridge Plaza commercial center, the Middle Tract and the Conservation Tract;
- Connection to and crossing of Port St. Lucie Boulevard Bridge;
- Courtesy dock extension at Rivergate Boat Ramp/Promenade;
- Floating Docks at the Middle parcel;

- Electric Lighting;
- Potable water to specific locations;
- Fishing Platforms; and
- Boardwalk Furniture (Trash receptacles & benches).

The Site Plan submittal documents shall include the following:

- Completed Application form;
- Proof of ownership;
- Boardwalk Site Plan Drawings and details;
- Conceptual Utility (potable water) Plan;
- Topographic Survey; and
- Environmental Report (as detailed in Task 4.6)

Task 1.4 Final Boardwalk Design (Detail Plans)

Engineer shall prepare the final detail plans for the proposed boardwalk and appurtenances based upon the approved Site Plan. The boardwalk shall be designed to accommodate a maximum loading of pedestrians in anticipation of special events. The plans shall include the appropriate details to allow the project to be both permitted through the jurisdictional agencies and well as bid for construction and be submitted to the CITY for Detail Plan review and approval. The plans shall be prepared on a 22" x 34" format and printed on standard 24" x 36" sheets and shall include the following components:

- Key Sheet;
- General Notes & Quantities Sheet;
- Typical Boardwalk Sections;
- Project Layout Sheets;
- Plan View Sheets;
- Boardwalk Connection details;
- Port St. Lucie Boulevard Bridge connection sheets/details;
- Courtesy Dock extension at Rivergate Boat Ramp/Promenade;
- Special details for fishing platforms;
- Floating Dock details; and
- Details sheets for Electric Lighting; Potable Water, and Boardwalk Furniture (Trash receptacles and benches).

The Detail Plan submittal documents shall include the following:

- Completed Application form;
- Clearing Plan;
- Boardwalk Construction Plans;
- Utility (potable water) Plans;
- Stormwater Pollution Prevention Plan;
- Mitigation Plan; and
- Geotechnical Report

Task 1.5 **Project Permitting**

Engineer shall provide permit a comprehensive permit submittal for the construction of the project. The South Florida Water Management District Environmental Resource Permit (ERP) shall be submitted as the lead agency permitting for the environmental based permits required from the state and federal agencies:

- South Florida Water Management District Environmental Resource Permit (ERP and Deminimus Exemption for Geotechnical exploration)
 - Florida Department of Environmental Protection (FDEP)
 - US Army Corps of Engineers (ACOE)
 - Florida Fish & Wildlife
- Florida Department of Transportation (FDOT)
- City of Port St. Lucie Utility Systems Department

Engineer will respond to three (3) requests for additional information (RAI) from the SFWMD and ACOE.

Task 1.6 **Project Representation**

Engineer shall prepare for and attend meetings associated with the development and approval process for the project. Meetings shall include, but not be limited to the following events:

- Bi-Monthly progress meetings for the estimated 12 month design and permitting process;
- CITY Site Plan and Detail Plan approval process (Based upon 2 meetings);
- City Council Update and Informational meetings (Based upon 2 meetings);
- Jurisdictional pre-application and approval meetings; and (Based upon 4 meetings);
- Public Informational Meetings (Based upon 1 meeting)

Phase 2: MIDDLE TRACT SITE DEVELOPMENT

The Phase 2 scope of work shall include the design and permitting of the 10 acre Middle Tract which will provide the recreational and commercial components of the project. The design of the Middle Tract shall include the development of a site plan that provides paved and stabilized grass parking, Historical Building pads, a restroom facility, a future restaurant pad, playground, boardwalk plaza, multi-purpose area, gazebo's, picnic structures, canoe/kayak launch area, utility services, landscaping and irrigation. The work shall be performed under the following tasks:

Task 2.1 **Design Survey**

Engineer shall provide survey data collection for the 10 acre project area. The survey shall include topographic and boundary data collection, both horizontal and vertical locations of existing facilities, trees, and underground utilities. The data collection shall be performed for a minimum of 15' outside of the property boundary. The vertical datum shall be consistent with the City of Port. St. Lucie's 1988 NAVD control network. The work effort shall include the following components:

- Set Horizontal Control Points along the project route;
- Set Vertical Control Points along the project route;
- Control for Right-of-Way resolution;
- Tree Survey;
- Topographic grid of the site; and

- Wetland delineations as provided by Environmental Engineer.
- The survey data collection shall include subsequent survey efforts throughout the design process.

Task 2.2 Subsurface Soils Exploration and Geotechnical Evaluation

Engineer shall provide a subsurface Soils Exploration and Geotechnical Evaluation for the middle tract site development. The program shall consist of the following items work:

- Field investigation for the proposed structures and building pads, pavement areas and other ancillary components of the site development:
 - Conduct a series of shallow (5-feet deep) and intermediate depth (15-feet deep) auger borings in the proposed pavement, patio/plaza and playground areas to assess the near surface soil and groundwater conditions.
 - Conduct supplemental auger borings (15-feet deep) and field permeability tests at the locations of the proposed stormwater retention areas (as necessary) to assess the soil and groundwater conditions within these areas, and to estimate the normal seasonal high groundwater table level and the permeability characteristics of the soils.
 - Conduct a series of Standard Penetration Test (SPT) borings (approximately 25-feet deep) at the locations of proposed one-story buildings or building pad areas to assess the type and strength of the foundation soils.
 - Conduct research and field verification of any anticipated areas of organic or otherwise unsuitable soils.
 - Obtain bulk samples of the near surface soils for laboratory testing (LBR, Proctor, Sieve Analysis and corrosion potential).
- Laboratory testing of the retrieved soils from the borings will be conducted to assist in classifying the encountered soils and in the evaluation of foundation recommendations.

Engineer shall provide a Geotechnical Evaluation Report of the findings and recommendations to guide foundation and pavement design, stormwater retention and other geotechnical aspects of construction.

Task 2.3 Middle Tract Site Plan Preparation

Engineer shall prepare a Site Plan of the proposed improvements referenced above for submission to the CITY for Site Plan review and approval. The submission shall be prepared to be submitted concurrently with the CITY's rezoning of the property to allow the intended uses. The plans shall be prepared on a 22" x 34" format and printed on standard 24" x 36" sheets and shall include the following components:

Site Access and parking (paved and Stabilized Grass);

- Pedestrian connections to the Botanical Gardens, Riverwalk Boardwalk, Westmoreland Boulevard and the Conservation Tract;
- Historical Village (Five (5) pads);
- Restroom facility;
- Future Restaurant (pad ready);
- Floating Docks;
- Recreational Playground facilities;
- Boardwalk plaza;
- Multi-purpose area;
- Canoe/Kayak Launch area; and

- Conceptual Landscape plans.

The Site Plan submittal documents shall include the following:

- Completed Application form;
- Proof of ownership;
- Site Plan Drawings and details;
- Conceptual Utility (potable water & sanitary) Plan;
- Restroom Building Finish Elevations (CXT Prefab Building);
- Pictures of Historical Buildings to relocate to site;
- Topographic Survey; and
- Environmental Report
- Traffic statement;
- Drainage Statement.

Task 2.4 Middle Tract Final Design (Detail Plans)

Engineer shall prepare the final detail plans for the proposed Middle Tract improvements based upon the approved Site Plan. The detail plans shall include the appropriate details to allow the project to be both permitted through the jurisdictional agencies and well as bid for construction and be submitted to the CITY for Detail Plan review and approval. The plans shall be prepared on a 22" x 34" format and printed on standard 24" x 36" sheets and shall include the following components:

- Key Sheet;
- General Notes & Quantities Sheet;
- Project Layout Sheets;
- Master Drainage & Utility Plan;
- Paving & Grading Plans;
- Drainage Plans;
- Landscape & Irrigation Plans;
- Boardwalk Plaza & Connection details;
- Recreational facility details;
- Floating Dock details;
- Hardscape Plans; and
- Canoe/Kayak Launch details; and

The Detail Plan submittal documents shall include the following:

- Completed Application form;
- Landscape, Hardscape & Irrigation Plans;
- Clearing Plan;
- Paving & Drainage Construction Plans;
- Utility (potable water & sanitary) Plans;
- Geotechnical Report;
- Stormwater Pollution Prevention Plan; and
- Restroom Facility Design Plans (CTX Pre-fab Building).

Task 2.5 Restroom Facility Design (Detail Plans)

Engineer shall prepare the Site plan and elevations for the proposed restroom facility to be located on the Middle Tract. The building shall be a 30' x 26' CTX pre-fabricated facility as specified by the CITY. The building will have three (3) toilets on the women's restroom side of the building and two (2) toilets and one (1) urinals on the men's side of the building. There will be four (4) individual shower closets across the back of the building. The Engineer shall provide recommendations of the pad size for the pre-fabricated building structure.

Task 2.6 **Project Permitting**

Engineer shall provide permit submittals for the construction of the project. The South Florida Water Management District Environmental Resource Permit (ERP) shall be submitted as the lead agency permitting for the environmental based permits required from the state and federal agencies. The Conservation tract will be submitted as part of this SFWMD permit application:

- South Florida Water Management District Environmental Resource Permit (ERP)
 - Florida Department of Environmental Protection (FDEP)
 - US Army Corps of Engineers (ACOE)
 - Florida Fish & Wildlife
- SHIPPO Update
- City of Port St. Lucie Utility Systems Department

Engineer will respond to three (3) requests for additional information (RAI) from the SFWMD and ACOE.

Task 2.7 **Project Representation**

Engineer shall prepare for and attend meetings associated with the development and approval process for the project. The meetings shall be for the combined Site Plan and Detail Plan submissions for the Middle and Conservation tracts. Meetings shall include, but not be limited to the following events:

- CITY Site Plan and Detail Plan approval process; (Based upon 2 meetings)
- City Council Update and Informational meetings; (Based upon 2 meetings)
- Jurisdictional pre-application and approval meetings; and (Based upon 4 meetings)
- Public Informational Meetings(based upon 1 meeting)

Phase 3: CONSERVATION TRACT

The Phase 3 scope of work shall include the design and permitting of the 13 acre Conservation tract with will include a nature trail throughout the property, River Overlook, connections to the proposed Riverwalk Boardwalk extension, wetland pedestrian crossings, interpretive signing and removal of existing exotic vegetation. The work shall be performed under the following tasks:

Task 3.1 **Design Survey**

Engineer shall provide survey data collection for the 13 acre project area. The survey shall include topographic and boundary data collection, both horizontal and vertical locations of existing facilities, limited trees, and wetland locations. The limits of the survey shall be the upland areas that can be used for pedestrian trails. The vertical datum shall be consistent with the City of Port. St. Lucie's 1988 NAVD control network. The work effort shall include the following components:

- Set Horizontal Control Points along the project route;
- Set Vertical Control Points along the project route;
- Control for Right-of-Way resolution;

- Limited Tree Survey (within limits of proposed Nature Trail);
- Topographic survey of the proposed Nature Trail; and
- Wetland delineations as provided by Environmental Engineer.

The survey data collection shall include subsequent survey efforts throughout the design process.

Task 3.2

Subsurface Soils Exploration and Geotechnical Evaluation

Engineer shall provide a subsurface Soils Exploration and Geotechnical Evaluation for the conservation tract design. The program shall consist of the following items work:

- Field investigation for the proposed trails, pedestrian bridge, overlook structure and waterway/marsh crossover features:
 - Conduct a series of shallow (5-foot deep) auger borings in the proposed trail areas, in the vicinity of the overlook structure and any waterway/marsh crossover features to assess the near surface soil and groundwater conditions. We note that access to these areas are limited to hand-held drilling equipment; and therefore, SPT borings to deeper depths using a truck-mounted drill rig are not being proposed in these areas at this time.
 - Conduct a series of Standard Penetration Test (SPT) borings (approximately 25-foot deep) at the location of the proposed pedestrian bridge to assess the type and strength of the foundation soils.
 - Conduct research and field verification of any anticipated areas of organic or otherwise unsuitable soils.
- Laboratory testing of the retrieved soils from the borings will be conducted to assist in classifying the encountered soils and in the evaluation of foundation recommendations for the pedestrian bridge and construction recommendations for the trails and overlook structure.

Engineer shall provide a Geotechnical Evaluation Report of the findings and recommendations to guide foundation design and construction.

Task 3.3

Preliminary Conservation Tract Design (Site Plan)

Engineer shall prepare preliminary plans for the location and appurtenances associated with the development of the nature trail, river overlook and boardwalk connection component of the project for submission to the CITY for Site Plan review and approval. The submission shall be made concurrent with Task 2.3 above to allow joint approval of the Site Plans. The plans shall be prepared on a 22" x 34" format and printed on standard 24" x 36" sheets and shall include the following components:

- Nature Trail;
- Connections to proposed Riverwalk Boardwalk;
- Wetland and River overlook areas;
- Pedestrian wetland crossing; and
- Interpretive signage;

The Site Plan submittal documents shall include the following:

- Completed Application form;
- Proof of ownership;
- Nature Trail Site Plan Drawings and details;
- Topographic Survey; and
- Environmental Report (as detailed in Task 4.6)

Task 3.4 Final Conservation Tract Design (Detail Plans)

Engineer shall prepare the final detail plans for the proposed conservation tract based upon the approved Site Plan. The plans shall include the appropriate details to allow the project to be both permitted through the jurisdictional agencies and well as bid for construction and be submitted to the CITY for Detail Plan review and approval. The plans shall be prepared on a 22" x 34" format and printed on standard 24" x 36" sheets and shall include the following components:

- Key Sheet;
- General Notes & Quantities Sheet;
- Typical Trail Sections;
- Project Layout Sheets;
- Trail Plan View Sheets;
- Boardwalk Connection details;
- Wetland & River overlook details;
- Interpretive Signage Plan (Historical and Educational); and
- Exotic Vegetation Removal and Mitigation Plan

The Detail Plan submittal documents shall include the following: Completed Application form;

- Clearing Plan;
- Nature Trail Construction Plans;
- Pedestrian wetland crossing details;
- Wetland & River Overlook Details;
- Stormwater Pollution Prevention Plan;
- Geotechnical Report; and
- Exotic Vegetation and Mitigation Plan

Phase 4: ENVIRONMENTAL ASSESSMENT

The Phase 4 scope of work shall encompass the environmental research, surveys, and reports associated with Phases 1, 2 and 3 referenced above.

Task 4.1 Protected Species Survey

Engineer will conduct a protected species survey on the referenced site. Biologists will conduct a preliminary systematic survey for protected species in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) Guidelines. Biologists will record all observations of listed protected species and features that may indicate species presence. Physical features may include, but are not limited to, tree markings, burrows, tracks, nests, scat and cavity trees.

Engineer will conduct a 100% gopher tortoise survey of the above reference project site, which includes the proposed yard and rail side track. Biologists will conduct a preliminary systematic survey for the gopher tortoise in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) Guidelines. Mr. Weigt is a licensed gopher tortoise agent with FFWCC (License # GTA 09-00153). Biologists will record all observations of gopher tortoise species and features that may indicate species presence. All gopher tortoise burrows will be flagged, numbered and identified as to activity. Each gopher tortoise burrow will be located with a hand held GPS

unit. Gopher tortoise burrows will be located on a St. Lucie County aerial photograph of the site. (GPS coordinates are approximate and are not a survey.)

Task 4.2 Vegetation (FLUCFCS) Survey

Engineer will conduct a systematic survey of vegetation using the *Florida Land Use, Cover and Classification System (FLUCCS), A Technical Report*. FLUCCS was developed by the State of Florida, Department of Administration, Division of State Planning, Bureau of Comprehensive Planning, April 1976. Biologists will base the vegetative community descriptions on field survey observations, SCS soil maps and aerial photograph interpretation.

Task 4.3 SCS Soils Survey

Engineer will map all project soils. Soils will be mapped according to the *Soil Survey of St. Lucie County Area, Florida*, United States Department of Agriculture, Soil Conservation Service.

Task 4.4 Historical/Archaeological Resources

Engineer will coordinate historical and/or archaeological resources with the Florida Department of State, Division of Historical Resources, State Historical Preservation Officer (SHPO) for the conservation site only. *This Task does not include a professional archaeological/historical survey. In the event the SHPO officer requires a professional survey, same is to be conducted by others at a price agreed upon with a professional archaeologist.*

Task 4.5 Agency Coordination

Engineer will coordinate with State and Federal agencies for applicable issues including, but not limited to, wetlands, protected species and protected habitats. The agencies will include:

- South Florida Water Management District
- US Army Corps. of Engineers
- Florida Fish & Wildlife
- US Fish & Wildlife
- Environmental Protection Agency
- State Historical Preservation Office

Task 4.6 Environmental Assessment Report

Engineer will prepare a report based on data compiled in the tasks above. The report will discuss the findings of the protected species survey, vegetation survey, soil survey and the gopher tortoise survey findings. The report will also include the following:

- Manatee Protection Plan and Educational Signs
- Smalltooth Sawfish Protection Plan and Educational Signs

Task 4.7 Environmental Resource Permit Documents

Engineer will prepare the following environmental surveys and documents in support of the overall South Florida Water Management District Environmental Resource Permit (ERP) application:

- **Submerged Aquatic Vegetation (SAV) Survey (April – September)**

Engineer will perform a Submerged Aquatic Vegetation Survey (SAV) (Seagrass Survey) of the subject site in accordance with the National Marine Fisheries Service survey requirements for sites with *Halophile johnsonii* present. Data will be collected along transects to define the

seagrass community present and to define the limits of the beds in the study area. The edges of the seagrass areas will be marked with white PVC pipes. HSE biologists will identify the seagrass to species, record density and percent cover, and produce a sketch showing same. A handheld GPS will be used to mark the limits of the seagrass beds present. The HSE sketch is not a survey. (Survey is not part of this contract.)

- **Wetland Delineation and Agency Review**

Engineer's biologists will delineate on-site wetlands at the referenced project site. All wetlands will be delineated according to the State of Florida, FAC 62-340 and the U.S. Army Corps of Engineers (COE) Wetland Delineation Manual, Technical Report Y-87-1. Wetland boundaries will be flagged with pink surveyor's tape marked "Wetland Delineation" and consecutively numbered. Biologists will mark the approximate delineation on a St. Lucie County aerial photograph for the Client's review. Wetland survey is not part of this contract and will be provided by others.

- **Wetland Functional Assessment (UMAM and/or WRAP)**

Engineer's biologist will conduct a Uniform Mitigation Assessment Methodology (UMAM) and a Wetland Rapid Assessment Procedure (WRAP) of the wetland proposed for impacts located within the boundaries of the project site. UMAM and/or WRAP determine a numerical value for the function and value of the existing wetlands. The UMAM and/or WRAP score can be used to determine what type of mitigation will be required for the project site. The UMAM and/or WRAP scores are based on vegetation, location, wildlife usage, hydrology, soils, and adjacent lands.

- **Alternative Site (s) Analysis**

Engineer will prepare an Alternative Site Analysis of reasonable available commercial parcels located within 5-miles north and south of the site along the St. Lucie River. HSE will coordinate the Alternative Site(s) Analysis Report with design team and agency personnel.

- **Avoidance and Minimization of Wetlands**

Engineer's biologists will prepare an Avoidance and Minimization Documentation Report to include all maps and figures to be submitted with the ERP application. HSE will coordinate the Avoidance and Minimization Report with the design team and agency personnel.

- **Project Public Interest Review**

Engineer will prepare a public interest analysis including all maps and figures to be submitted with the ERP application. Engineer will coordinate the public interest analysis report with design team and agency personnel.

- **404(b) (1) Compliance**

Engineer will prepare a 404(b) (1) Compliance report including all maps and figures to be submitted with the ERP application. Engineer will coordinate the 404(b) (1) compliance criteria with members of the design team and agency personnel.

- **Wetland Mitigation Plan**

Engineer will prepare a wetland mitigation either on-site or a plan to include a Mitigation Bank using the UMAM and/or WRAP scores from referenced above.

- **Cumulative Impacts Analysis/Mitigation Basin**

Engineer will prepare a Cumulative Impacts Analysis for out-of-basin purchase of wetland credits associated with impacts to on-site wetlands. Engineer will coordinate the Cumulative Impacts Analysis/Mitigation Basin Analysis with members of the design team and agency personnel.

- **Mitigation Monitoring and Maintenance Plan**

Engineer will prepare a Mitigation Monitoring and Maintenance Plan to be submitted to the SFWMD and ACOE for wetland impacts.

- **NMFS Endangered Species Act Section 7 Checklist**

Engineer will complete the NMFS endangered species check list for the Smalltooth Sawfish (*Pristis pectinata*) and the Florida Manatee (*Trichechus manatus*) and the pile installation questionnaire.

Phase 5: GRANT APPLICATION ASSISTANCE

The Phase 5 scope of work shall include assisting the CITY with exhibits for grant applications to the following agencies:

- Florida Inland Navigation District (FIND)
- Florida Department of Environmental Protection (FDEP) Section 319 Grant
- Florida Department of Environmental Protection (FDEP) TMDL Grant
- Florida Fish & Wildlife Conservation (Florida Boating Improvement Grant)
- St. Lucie Rivers Issues Team (Surface Water Restoration Grant)
- Any relevant State or Federal Grants available for historic preservation

Phase 6: PROMENADE FLOATING DOCK & PEDESTRIAN BRIDGE

The Phase 6 scope of work shall include the design and permitting of a "Tee" boardwalk and floating dock system along with a pedestrian bridge over the Rivergate boat ramp channel for the Promenade section of the project area. The Tee portion of the boardwalk shall be approximately 100' in length connected through the wetlands and mangrove area to the existing Promenade sidewalk system. The pedestrian crossing of the channel shall be a prefabricated structure with the bridge style and colors that will be determined as part of the design process. The work shall be performed under the following tasks:

Task 6.1 Design Survey

Engineer shall provide survey data collection for the project area. The survey shall include Mean High Water determination, property limits, and topographic data collection, both horizontal and vertical for the location of the boardwalk. The data collection shall be performed from a minimum of 25' on each side of the proposed boardwalk centerline including the connection locations to the mainland. The vertical datum shall be consistent with the City of Port. St. Lucie's 1988 NAVD control network. The work effort shall include the following components:

- Set Horizontal Control Points along the project route, or reference thereto;
- Set Vertical Control Points along the project route, or reference thereto;
- Provide Mean High Water limits, or shoreline vegetation line;
- Bathymetric survey at 50' intervals (from MHW to 25' west of proposed boardwalk route).
- Wetland delineations as provided by Environmental Engineer; and
- Sketch & description for Submerged Land Lease

The survey data collection shall include subsequent survey efforts throughout the design process.

Task 6.2 Subsurface Soils Exploration and Geotechnical Evaluation

Engineer shall provide a subsurface Soils Exploration and Geotechnical Evaluation for the boardwalk extension design. The program shall consist of the following items work:

- Field investigation for the Boardwalk Extension:
 - Conduct a Standard Penetration Test (SPT) borings (approximately 60-feet deep), along or in close proximity to, the proposed boardwalk alignment and pedestrian bridge crossing to assess the type and strength of the foundation soils. Drilling with Ardaman's barge-mounted drill rig will be required to perform the borings within the waterway. Careful coordination with many important regulatory agencies will be needed to perform the field investigation services within the waterway and the adjacent conservation area.
 - Conduct research and review all readily available geotechnical data (soil boring profiles, pile driving logs, consolidation tests, etc.) for the previous phases of the Riverwalk Boardwalk to the south of the Promenade development.
 - Obtain bulk samples of the near surface soils and surface water for laboratory corrosivity testing (corrosion potential of substructure).
- Laboratory testing of the retrieved soils from the borings will be conducted to assist in classifying the encountered soils and to provide parameters for the use in the deep foundation analysis.

Engineer shall provide a Geotechnical Evaluation Report of the findings and will include recommendations for foundation design and construction of the boardwalk structure.

Task 6.3 Preliminary Boardwalk/Dock Design (Site Plan)

Engineer shall prepare preliminary plans for the location and appurtenances associated with the development of the boardwalk component of the project for submission to the CITY for Site Plan review and approval. The submission shall be made concurrently with Phase 1, Riverwalk Boardwalk. The plans shall be prepared on a 22" x 34" format and printed on standard 24" x 36" sheets and shall include the following components:

- 10' Wide Boardwalk with vandal resistant railings;
- Connection to Promenade;
- Pedestrian Bridge;
- Floating Docks;
- Electric Lighting;

The Site Plan submittal documents shall include the following:

- Completed Application form;
- Proof of ownership;
- Boardwalk Site Plan Drawings and details; and
- Topographic Survey

Task 6.4 Final Boardwalk/Dock Design (Detail Plans)

Engineer shall prepare the final detail plans for the proposed boardwalk and appurtenances based upon the approved Site Plan. The plans shall include the design of a prefabricated pedestrian bridge crossing over the Rivergate Boat Ramp Channel with the bridge style and colors to be determined as part of the design process. The plans shall include the appropriate details to allow the project to be both permitted through the jurisdictional agencies and well as bid for construction and be submitted to the CITY for Detail Plan review and approval. The plans shall be prepared

on a 22" x 34" format and printed on standard 24" x 36" sheets and shall include the following components:

- Key Sheet;
- General Notes & Quantities Sheet;
- Typical Boardwalk Sections;
- Project Layout Sheets;
- Plan View Sheets;
- Boardwalk Connection details;
- Rivergate Boat Ramp Channel Pedestrian Bridge plans/details;
- Floating Dock details; and
- Details sheets for Electric Lighting and Boardwalk Furniture (Trash receptacles and benches).

The Detail Plan submittal documents shall include the following:

- Completed Application form;
- Clearing Plan;
- Boardwalk Construction Plans;
- Pedestrian Bridge Plans;
- Stormwater Pollution Prevention Plan;
- Geotechnical Report

Task 6.5 Pedestrian Bridge Design (Detail Plans)

Engineer shall prepare the design and construction plans for the installation of a prefabricated pedestrian bridge crossing of the Rivergate boat ramp channel. The bridge shall be located such that it minimizes impact to the boat traffic within the channel. The bridge style and colors will be determined as part of the design process. Engineer will design and prepare the structural plans for a prefabricated steel truss bridge end bent foundations including slope protection around the substructure. General notes for the prefabricated truss superstructure and schematic details will also be provided to specify the design criteria for the Contractor's Specialty Engineer.

Task 6.6 Environmental Report & Permitting

Engineer shall provide the documentation required for the permitting of the project in accordance with the scope outlined on Phase 4 above. The permit applications shall be provided concurrent with Phase 1 above. The SFWMD ERP (ERP) shall be submitted as the lead agency permitting for the environmental based permits required from the state and federal agencies:

- South Florida Water Management District Environmental Resource Permit (ERP and Deminimus Exemption for Geotechnical exploration)
 - Florida Department of Environmental Protection (FDEP)
 - US Army Corps of Engineers (ACOE)
 - Florida Fish & Wildlife

Engineer will respond to three (3) requests for additional information (RAI) from the SFWMD and ACOE.

SECTION II TIME OF PERFORMANCE

Contract period shall start October 1, 2016, and terminate September 30, 2017, 364 calendar days thereafter. In the event all work required in the proposal specifications has not been completed by the specified date, the Engineer agrees to provide work, at no additional cost to the City as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered.

<u>Task</u>	<u>Submittal Date</u>
1.3 & 6.3 Preliminary Boardwalk Design (Site plan Submittal)	11/02/16
1.4 & 6.4 Final Boardwalk Design (Detail Plan Submittal)	01/15/17
1.5 & 6.6 Project Permitting Submittals	03/01/17
2.3 Middle Tract Site Plan Preparation (Site Plan Submittal)	12/21/16
2.4 Middle Tract Final Design (Detail Plan Submittal)	03/10/17
2.6 Project Permitting Submittals	04/01/17
3.3 Preliminary Conservation Tract Design (Site Plan Submittal)	12/21/16
3.4 Final Conservation Tract Design (Detail Plan Submittal)	03/10/17
4.6 Environmental Assessment Report	11/02/16
4.7 Environmental Resource Permit Documents	03/01/17

The project deliverables associated with each of Phases 1 through 6 will be delivered to the City in accordance with the schedule provided above. Three (3) hard copies and an electronic file of each of the deliverables will be as follows:

- Surveys (Tasks 1.1, 2.1, 3.1 & 6.1)
- Geotechnical Reports (Tasks 1.2, 2.2, 3.2 & 6.2)
- Site Plan submittal packages (Tasks 1.3, 2.3, 3.3, & 6.3)
- Detail Plan Submittal Packages (Tasks 1.4, 2.4, 3.4, 6.4 & 6.5)
- Environmental Assessment Report (Task 4.6 & 6.6)
- Project Permit Submittals (Task 1.5, 2.6, 4.7 & 6.6)

SECTION III RENEWAL OPTION

Not Applicable

SECTION IV COMPENSATION

Compensation to the Engineer shall be as set forth herein. The term "LS" indicates a Lump Sum fee for each individual Task. The term "NTE" indicates a Not to Exceed Time & Expense task and this is an estimated budget figure only that will not be exceeded without prior authorization from the CITY. Work effort and project expenses associated with Phases 1 through 5 will be invoiced on a monthly percent complete basis as follows:

<u>Phase/Task</u>	<u>Description</u>	<u>Task Fee</u>	
Phase 1:	Riverwalk Boardwalk		
Task 1.1	Design Survey	\$ 8,300.00	LS
Task 1.2	Subsurface Soils Exploration & Geotech Eval	\$ 21,000.00	LS
Task 1.3	Preliminary Boardwalk Design (Site Plan)	\$ 9,530.00	LS
Task 1.4	Final Boardwalk Design (Detail Plans)	\$ 36,500.00	LS
Task 1.5	Project Permitting	\$ 11,180.00	LS
Task 1.6	Project Representation	\$ 8,400.00	NTE
Subtotal Phase 1		\$ 94,910.00	
Phase 2:	Middle Tract Site Development		
Task 2.1	Design Survey	\$ 2,900.00	LS
Task 2.2	Subsurface Soils Exploration & Geotech Eval	\$ 4,500.00	LS
Task 2.3	Middle Tract Site Plan Preparation	\$11,575.00	LS
Task 2.4	Middle Tract Final Design (Detail Plan)	\$35,890.00	LS
Task 2.5	Restroom Facility Design (Detail Plans)	\$21,320.00	LS
Task 2.6	Project Permitting	\$11,785.00	LS
Task 2.7	Project Representation	\$ 8,290.00	NTE
Subtotal Phase 2		\$96,260.00	
Phase 3:	Conservation Tract		
Task 3.1	Design Survey	\$ 5,855.00	LS
Task 3.2	Subsurface Soils Exploration & Geotech Eval	\$ 3,500.00	LS
Task 3.3	Preliminary Conservation Tract Design (Site Plan)	\$ 6,650.00	LS
Task 3.4	Final Conservation Tract Design (Detail Plans)	\$19,955.00	LS
Subtotal Phase 3		\$35,960.00	

Phase 4: Environmental Assessment

Task 4.1	Protected Species Survey	\$ 8,500.00	LS
Task 4.2	Vegetation (FLUCFCS) Survey	\$ 3,490.00	LS
Task 4.3	SCS Soils Survey	\$ 1,650.00	LS
Task 4.4	Historical/Archaeological Resources	\$ 1,630.00	LS
Task 4.5	Agency Coordination	\$ 4,290.00	LS
Task 4.6	Environmental Assessment Report	\$ 3,900.00	LS
Task 4.7	Environmental Resource Permit Documents	<u>\$14,000.00</u>	LS

Subtotal Phase 4 \$37,460.00

Phase 5: Grant Application Assistance \$ 5,350.00 NTE

Phase 6: Promenade Floating Dock & Pedestrian Bridge

Task 6.1	Design Survey	\$ 4,865.00	LS
Task 6.2	Subsurface Soils Exploration & Geotech Eval	\$ 7,000.00	LS
Task 6.3	Preliminary Boardwalk/Dock Design (Site Plan)	\$ 4,720.00	LS
Task 6.4	Final Boardwalk/Dock Design (Detail Plans)	\$10,675.00	LS
Task 6.5	Pedestrian Bridge Design (Detail Plans)	\$33,550.00	LS
Task 6.6	Environmental Report & Permitting	<u>\$ 4,225.00</u>	LS

Subtotal Phase 6 \$ 65,035.00

Total Fees \$334,975.00

Progress Payments- The City may make partial payment during the progress of the work upon percentage completion of each task, as approved by the Project Manager.

The Engineer shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Lump Sum and Not to Exceed fees include all reimbursable, including travel, meals, copies and so forth.

Invoices for services shall be submitted by the 10th of the month. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and is approved by the Contract Supervisor. Engineer will be paid with Visa.

HOURLY RATE SCHEDULE

Professional Services
Principal Engineer, P.E.

Rate
\$195.00

Senior Engineer, P.E.	\$175.00
Project Engineer, P.E.	\$140.00
Senior Project Manager	\$125.00
Project Manager	\$120.00
Project Engineer/Manager/Design/EI	\$110.00
Civil Design Technician/Senior Design Technician	\$100.00
CADD Operator/Technician	\$80.00
Senior Land Surveyor	\$150.00
Senior Crew Chief	\$125.00
Senior Survey Technician	\$90.00
Survey Technician	\$70.00
Compliance Officer/Community Liaison	\$60.00
Administration Services	\$50.00
Two Man Field Survey Crew	\$125.00
Three Man Field Survey Crew	\$160.00

Rates are valid for entire contract period.

Engineer VISA Payment Procedures

1. A ghost account with Bank of America (BOA) will be established for the project. The account dollar limit will be established by the City's estimate of monthly expense. The account will also have limits as per the Merchant Category Code (MCC). Reasonable total invoice amounts will also be established. The ghost account will be entered with the proper expense codes. The Engineer will be provided this ghost account number to process payments.
2. A purchase order to the Engineer for this project may not be issued.
3. The Engineer will send the project manager by the 1st of each month a detailed pay request listing employee title, hours of work, hourly rate and related tasks that are completed. Partial release of liens will be provided if subcontractors were used by Engineer.
4. The Project Manager (PM) will audit to determine that work and materials that are being billed have been completed and installed as per contract specifications. The PM will verify the partial release of liens. The PM will sign documents that state the payment is correct and payment by the City is authorized.
5. The PM will email the approved pay request to the Contract Specialist, City's P-Card Administrator and the Engineer to proceed with placing the charge on the BOA specified account.
6. The Engineer may not place the charge on the ghost account until contacted by the City giving approval. Under no circumstances will the account be used between the 1st and 5th of the month.
7. Invoices that are not approved by the PM will be returned to the Engineer with a detailed explanation.
8. Procurement Management Department will balance statement and issue all dispute items.
9. Procurement Management Department will produce summary sheet and send all documentation to Finance for payment.

All work compensated for under this Contract, including partial payments, shall become the property of the City of Port St. Lucie without restrictions or limitations. Work under this Contract shall include, but not be limited to, sketches, tracings, drawings, computations, details, design calculations, plan, electronic files and other related documents. The Engineer shall not be held liable for any reuse of the work and shall not be held liable for any modifications made to the work by others.

All invoices and correspondence relative to this Contract must contain the last 4 digits of the BOA ghost account and Contract number.

A Visa Order Form or Purchase Order form will constitute as the Notice to Proceed.

SECTION V CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Engineer pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Engineer in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VI INDEMNIFICATION/INSURANCE

The Engineer agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Engineer and persons employed or utilized by the Engineer in the performance of the construction contract. As consideration for this indemnity provision the Engineer shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Engineer shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Engineer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Engineer under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Engineer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Engineer qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent Engineers and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

The Engineer shall agree to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Engineer does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Engineer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Engineer's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Engineer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Engineer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20160056- Riverwalk and Westmoreland Park Design Plan shall be listed as additionally insured."** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Engineer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Engineers and Sub-Engineers utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Engineer shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Engineer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Engineer enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Engineer to ensure that all Sub-Engineers comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Engineer for any and all claims under this Contract.

The Engineer may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the Engineer to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION VII

PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Engineer nor any subEngineers, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VIII WORK CHANGES

Not Applicable

SECTION IX COMPLIANCE WITH LAWS

The Engineer shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Engineer will comply with all requirements of 28 C.F.R. § 35.151. Engineers and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Engineer and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Engineer in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. **CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES.** Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1- SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of

account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

**121 SW Port St.
Lucie Blvd. Port
St. Lucie, FL 34984
(772) 871 5157**

prc@cityofpsl.com

**SECTION X
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the RFP herein referenced, the terms of this Contract and RFP herein referenced shall apply.

**SECTION XI
LICENSING**

Engineer warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Engineer warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. All plans and construction must be ADA compliant. The safety provisions of all applicable laws and building and construction codes shall be observed. The selected Engineer will submit all proposals in compliance with the 28 C.F.R. § 35.151, and the ADA Settlement Agreement. Where ADA and Florida Building Codes conflict the most stringent applies or ADA supersedes.

SECTION XIII ASSIGNMENT

Engineer shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV TERMINATION

If the Engineer refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Engineer, may terminate Engineer's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Engineer and his sureties shall be liable, to the City for any additional cost incurred by its completion of the work. If the Engineer's right to proceed is so terminated the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

The City may terminate this Contract with or without cause by giving the Engineer thirty (30) days' notice in writing. Upon delivery of said notice and upon expiration of thirty (3) day period, the Engineer shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Engineer except work timely completed.

SECTION XV LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

SECTION XVI APPROPRIATION APPROVAL

The Engineer acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Engineer agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XVII TRUTH-IN-NEGOTIATIONS

In accordance with the provisions of Section 287.055, Florida Statutes, the Engineer agrees to execute a truth-in-negotiations certificate and agrees that the original Contract price and any additions may be adjusted to exclude any significant sums by which the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.

SECTION XVIII CONFLICT OF INTEREST

The City hereby acknowledges that the Engineer may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other Cities, the Engineer shall terminate its relationship with the other City to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Engineer shall disclose all of its Treasure Coast Cities and related Scope of Work.

SECTION XIX PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

SECTION XX ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____

Interim City Manager

By: _____

Authorized Representative of Culpepper & Terpening, Inc.

State of: Florida

County of: St. Lucie

Before me personally appeared: Stefan K. Matthes
(Please print)

Please check one:

Personally known ☒

Produced Identification: _____
(Type of identification)

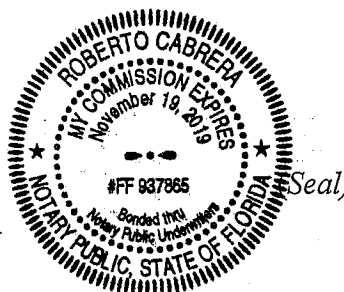
and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this 16th day of September, 2016.

Robert K. Cabrera
Notary Signature

Notary Public-State of Florida at Large.

My Commission Expires 11-19-19.



TRUTH-IN-NEGOTIATION CERTIFICATE AND AFFIDAVIT

Contract #20160056
Riverwalk and Westmoreland Park Design

STATE OF FLORIDA §
COUNTY OF ST. LUCIE §

Before me, the undersigned authority, personally appeared affiant Stefan K. Matthes who being first duly sworn, deposes and says:

1. That the undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive an agreement for professional services with the City of Port St. Lucie, St. Lucie County, Florida.

2. That the undersigned firm is a corporation which engages in furnishing professional engineering services and is entering into an agreement with the City of Port St. Lucie, St. Lucie County, Florida to provide professional services for a project known as **#20160056, Riverwalk and Westmoreland Park Design Plan.**

3. That the undersigned firm has furnished the City of Port St. Lucie, St. Lucie County, Florida a detailed analysis of the cost of the professional services required for the project.

4. That the wage rate information and other factual unit cost, which the undersigned firm furnished, were accurate, complete and current at the time the undersigned firm and the City of Port St. Lucie entered into the agreement for professional services on the project.

5. That the agreement which the undersigned firm and the City of Port St. Lucie entered into on this job contained a provision that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the City of Port St. Lucie determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit cost and that all such agreement adjustments shall be made within one (1) year following the end of the agreement.

FURTHER AFFIANT SAYETH NAUGHT

CULPPER & TERPENING
Name of Firm

By: SV President

The foregoing instrument was acknowledged before me by Stefan K. Matthes

who ~~has produced~~ _____ as identification or is personally known to me.

WITNESS my hand and official seal in the State of County last aforesaid this 16th day of September, 2016.

(SEAL)



[Signature]
Signature

Roberto Cabrera
Notary Name (typed or printed)

**Contract # 20160056
E-VERIFY STATEMENT**

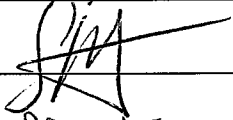
PROJECT TITLE: Riverwalk and Westmoreland Park Design

Engineer acknowledges and agrees to the following:

Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All people employed by the Engineer during the term of the Contract to perform employment duties within Florida; and
2. All person, including subcontractors, assigned by the Engineer to perform work pursuant to the contract with the City;

Firm: CULPEPPER TERPENING

Authorized Signautre: 

Title: SENIOR VICE PRESIDENT

Date: 9/16/16



CULP&TE-01

BARWICKT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America, Inc. Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Teresa Barwick		
	PHONE (A/C, No, Ext): (561) 296-6143 26033	FAX (A/C, No): (321) 214-6477	
	E-MAIL ADDRESS: Teresa.Barwick@ioausa.com		
INSURED Culpepper & Terpening Inc. 2980 S. 25th Street Fort Pierce, FL 34981	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Phoenix Insurance Company		25623
	INSURER B: Travelers Indemnity Company of America		25666
	INSURER C: Travelers Indemnity Company		25658
	INSURER D: Bridgefield Employers Insurance Company		10701
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

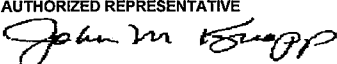
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			660-9D794955	01/16/2016	01/16/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY			BA-9D795085	01/16/2016	01/16/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person) \$				
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
							PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	CUP-4194T132	01/16/2016	01/16/2017	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000					\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83037409	01/16/2016	01/16/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Reference Contract #20160056-Riverwalk and Westmoreland Park Design Plan
City of Port St Lucie, a municipality of the State of Florida its officers, agents and employees are Additional Insureds with respects to General Liability and Auto Liability when required by written contract, and subject to Policy terms and conditions. Coverage is on a Primary Non-Contributory basis per CG D0 37 04 05 when required by written contract. Waiver of subrogation applies in favor of certificate holder for General Liability per CGD381 09/07, Auto Liability per form CAT353 06/09 and Workers Compensation per form WC000313. 30 days notice of cancellation, except 10 days for non-payment of premium subject to policy terms.

CERTIFICATE HOLDER

CANCELLATION

City of Port Saint Lucie 121 SW Port St. Lucie Blvd. Port Saint Lucie, FL 34984	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL EFFECTS |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., **Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured, of SECTION II – LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – LIABILITY COVERAGE:**

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – LIABILITY COVERAGE:**

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph e. in Paragraph B.7., **Policy Term, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:**

e. Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the

United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(1) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(a) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(b) Neither you nor any other involved "insured" will make any settlement without our consent.

(c) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(d) We will reimburse the "insured":

(i) For sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limit Of Insurance, of SECTION II – LIABILITY COVERAGE;**

(ii) For the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limit Of Insurance, of SECTION II – LIABILITY COVERAGE,**

and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (2) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.

- (3) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (4) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);

COMMERCIAL AUTO

- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. **Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the ex-

tent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

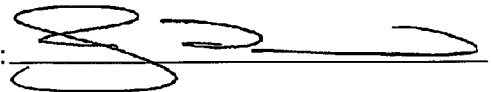
Date Prepared: December 1, 2015

Carrier: Bridgefield Employers Insurance Company

Effective Date of Endorsement: January 16, 2016

Policy Number: 830-37409

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.

Insured: Culpepper & Terpening, Inc.

WC 00 03 13 (Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Date: 09/22/2016

Visa Order Form
City of Port St Lucie
Tax Exempt #: 85-8012667200C-5
Federal Excise #: 59-6141662

Charges for VISA may be placed after service is completed or supplies are sent.

Cardholder Name: 20160056 C&T

Department: Planning & Zoning

Last 4 Digits of Card Number: 3449

Delivery location: City Hall, Bldg. A

Expiration Date: 09/19

Billing Address: 121 SW Port St Lucie Blvd, Port St Lucie, FL 34984

Contact person for question: Bonnie Cruz (772) 873-6486

Send receipt: **Attn: Bonnie Cruz** BonnieC@cityofpsl.com

Contract #: 20160056

Vendor Name & Telephone/Fax No.

Date Issued: 09/22/2016

Culpepper & Terpening, Inc.

2980 South 25th Street

Ft. Pierce, FL. 34981

Tel: (863) 623-4707

Attn: Terri Gorman

*****Visa Order Form Constitutes as Notice to Proceed*****

Tasks	Description	Unit Price	Amount
	Contract #20160056- Riverwalk and Westmoreland Park Design		
	Start Date: 10/01/2016		
	End Date: 09/30/2017 364 calendar days		
	<u>Phase 1: Riverwalk Boardwalk</u>		
1.1	Design Survey	\$8,300.00 LS	\$8,300.00
1.2	Subsurface Soils Exploration & Geotech Eval	\$21,000.00 LS	\$21,000.00
1.3	Preliminary Boardwalk Design (Site Plan)	\$9,530.00 LS	\$9,530.00
1.4	Final Boardwalk Design (Detail Plans)	\$36,500.00 LS	\$36,530.00
1.5	Project Permitting	\$11,180.00 LS	\$11,180.00
1.6	Project Representations	\$8,400.00 NTE	\$8,400.00
	<u>Phase 2: Middle Tract Site Development</u>		
2.1	Design Survey	\$2,900.00 LS	\$2,900.00
2.2	Subsurface Soils Exploration & Geotech Eval	\$4,500.00 LS	\$4,500.00
2.3	Middle Tract Site Plan Preparation	\$11,575.00 LS	\$11,575.00
2.4	Middle Tract Final Design (Detail Plan)	\$35,890.00 LS	\$35,890.00
2.5	Restroom Facility Design (Detail Plans)	\$21,320.00 LS	\$21,320.00
2.6	Project Permitting	\$11,785.00 LS	\$11,785.00
2.7	Project Representation	\$8,290.00 NTE	\$8,290.00
	<u>Phase 3: Conservation Tract</u>		

3.1	Design Survey	\$5,855.00 LS	\$5,855.00
3.2	Subsurface Soils Exploration & Geotech Eval	\$3,500.00 LS	\$3,500.00
3.3	Preliminary Conservation Tract Design (Site Plan)	\$6,650.00 LS	\$6,650.00
3.4	Final Conservation Tract Design (Detail Plans)	\$19,955.00 LS	\$19,955.00
	<u>Phase 4: Environmental Assessment</u>		
4.1	Protected Species Survey	\$8,500.00 LS	\$8,500.00
4.2	Vegetation (FLUCFCS) Survey	\$3,490.00 LS	\$3,490.00
4.3	SCS Soils Survey	\$1,650.00 LS	\$1,650.00
4.4	Historical/ Archaeological Resources	\$1,630.00 LS	\$1,630.00
4.5	Agency Coordination	\$4,290.00 LS	\$4,290.00
4.6	Environmental Assessment Report	\$3,900.00 LS	\$3,900.00
4.7	Environmental Resource Permit Documents	\$14,000.00 LS	\$14,000.00
	Phase 5: Grant Application Assistance	\$5,350.00 NTE	\$5,350.00
	Phase 6: Promenade Floating Dock & Pedestrian Bridge		
6.1	Design Survey	\$4,865.00 LS	\$4,865.00
6.2	Subsurface Soils Exploration & Geotech Eval	\$7,000.00 LS	\$7,000.00
6.3	Preliminary Boardwalk/ Dock Design (Site Plan)	\$4,720.00 LS	\$4,720.00
6.4	Final Boardwalk/ Dock Design (Detail Plans)	\$10,675.00 LS	\$10,675.00
6.5	Pedestrian Bridge Design (Detail Plans)	\$33,550.00 LS	\$33,550.00
6.6	Environmental Report & Permitting	\$4,225.00 LS	\$4,225.00
Total Amount of Contract			\$334,975.00

Delivery date & time after receipt of Visa Order: 30 calendar days

Confirmation Fax #: (772) 871-7337 Confirmation E-mail Address: BonnieC@cityofpsl.com

Prices are to be FOB Destination.

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